

AGREEMENT

between

MARSHALLTOWN WATER WORKS

and

CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL 238, AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

July 1, 2007 - June 30, 2008

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PUBLIC EMPLOYMENT  
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# AGREEMENT

THIS AGREEMENT is executed by the Marshalltown Water Works, a municipally-owned utility of the City of Marshalltown, Iowa, governed and operated by a Board of Trustees, hereinafter called "Employer", and Chauffeurs, Teamsters and Helpers Local 238, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union".

## ARTICLE 1

### Union Representation

The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer in the following classifications, to-wit:

- A. Crew Leader
- B. Operators
- C. Meter Readers
- D. Utility Maintenance Mechanic
- E. Utility Workers
- F. Operator/Maintenance

The Union recognizes the employees' responsibility to cooperate with the Water Works to assure maximum service to the public.

### Management Rights

Unless specifically agreed herein, the Employer has, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charters, or special act, the exclusive power, duty and the right to direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in position within the Employer's operation, to suspend or discharge public employees for proper cause; to maintain the efficiency of governmental operation; to relieve public employees from duties because of lack of work or for other legitimate reasons, to determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; to take such action as may be necessary to carry out the mission of the public employer; to initiate, prepare, certify, and administer its budget; to exercise all powers and duties granted to the Employer by law; and to exercise its total rights as an Employer, except as expressly limited herein.

### Probationary Employees

Any person newly employed shall be so employed only on a ninety (90) working day trial basis, during which time the employee shall either be discharged by the Employer without further recourse, or placed on the regular seniority list as of date of hire. The status of probationary employee shall not apply to temporary seasonal employees authorized in Article 15. In the event the Employer hires a person who was, at the time of hire, temporary help, that employee shall be given a seniority date of the employee's original date of hire. Probationary employees shall be eligible for medical insurance sixty (60) calendar days after his or her date of hire.

## ARTICLE 2

### Union Steward & Agreement Policy

Section 2.1 The Employer recognizes the right of the Union to designate Grievance Stewards and alternates.

Section 2.2 Employer agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a Labor Convention or to serve in any Union capacity or to perform any other Union official business provided a request for such time off is received by the Employer at least 15 working days (exclusive of holidays) prior to the absence.

Section 2.3 A copy of this Agreement shall be posted on the Bulletin Board of each Department. The Departments are: Treatment Plant, Meter Shop, and Distribution Crew.

## ARTICLE 3

### Compensation Claims

The Employer agrees to exert all reasonable efforts to obtain prompt payment of injury compensation claims by its Compensation Insurance Carrier.

## ARTICLE 4

### Bonds

Should Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

## ARTICLE 5

### Seniority

The purpose of this Article is to protect the seniority of the employees and seniority shall prevail where ability and qualifications are equal.

Section 5.1 Seniority shall mean the priority obtained as a result of an employee's length of continuous service with the Employer and shall commence on the date of employment and become applicable immediately following completion of the probationary period.

Section 5.2 An employee shall lose seniority rights upon:

- (a) Resignation
- (b) Discharge
- (c) Layoff for a period of longer than one year
- (d) Failing to report for work within ten (10) days after written notice of recall by United States certified mail with return receipt requested to his last known address
- (e) Retirement
- (f) Overstaying a leave without prior approval
- (g) Failure to report to work without notification for three consecutive working days.

Section 5.3 There shall be a master seniority list covering all employees in the bargaining unit showing the name, classification, and date of hire of the employee. The purpose of this master list shall be for layoffs and recalls to employment by seniority for vacancies subject to the provisions of Section 6 of this Article. There shall be individual seniority lists covering all

employees in each department showing name, classification and date of hire. The classifications shall be:

- (1) Crew Leader
- (2) Operators and Operator/Maintenance
- (3) Utility Maintenance Mechanic
- (4) Meter Readers
- (5) Utility Workers

Section 5.4 In the event the Employer determines that an employee must be laid off, seniority shall be the controlling factor in said layoff, if qualifications, including state certification, are equal between or among affected employees. No employee shall be laid off so long as part-time or temporary employees are doing bargaining unit work. An employee who is laid off shall advise the Employer of his current address and of any changes therein during layoff. An employee subject to layoff shall have the right to bump an employee with less seniority provided that the employee bumping is qualified, including any required state certification.

Section 5.5 If the Employer desires to recall employees, such employees shall be given notice of recall by United States certified mail with return receipt requested to his last known address. Failure of the employee to provide a current address or to accept the certified mail will result in the termination of the employee's seniority. The employee shall report to the Employer whether the employee intends to return to work within three (3) days after receipt of the letter, and shall have an additional seven (7) days to report to work, unless the time is mutually agreed upon by the Employer and the Union.

Section 5.6 In the event of a vacancy in any classification within a department, the job will be posted in each department for at least 4 working days to give all employees a right to make application for the job. Any employee selected to fill any new job or vacancy will be on probationary status for sixty (60) calendar days during which time the Employer will determine whether or not the employee will revert to his old classification.

Section 5.7 Seniority in the affected department by classification shall prevail as to overtime work unless the granting of such overtime would result in an employee working more than twelve (12) continuous hours in which event the overtime shall be assigned to the next senior employee. At the treatment plant, overtime will be offered to plant personnel only if the shift operator is unable to perform the work.

If the senior employee does not choose to work overtime, then he may decline and the junior employee must perform the work. If the entire department must be utilized for overtime, then all employees must work, except in the case of illness or other excusable reasons.

Section 5.8 An employee promoted from the bargaining unit shall retain and continue to acquire seniority.

Section 5.9 In the event an employee works temporarily in a higher classification, within the Bargaining Unit, the employee shall be paid wages provided for in that classification after ten (10) working days. The Employer shall decide who is qualified to fill this temporary position.

## ARTICLE 6

### Leaves of Absence

Section 6.1 Any employee desiring a leave of absence from his employment shall secure written permission from his Employer. Any leave of absence granted will be without pay and the Union will be furnished a copy of the written leave granted. Failure to comply with this provision shall result in the complete loss of the seniority rights of the employee involved.

Section 6.2 Employees on an extended leave of absence for any reason, including work-related injury and illness, shall not accrue:

- A Sick leave; or
- B Vacation benefits

during the period of the absence if such leave of absence is in excess of sixty (60) days.

Section 6.3 Employees who have been granted an unpaid leave of absence who wish to remain in the employer sponsored group health insurance plan under Article 19 shall be required to pay 100% of the health insurance premium during the remainder of such leave, commencing with the first day of the third calendar month of the leave. Such payment by the "on-leave" employee shall be to the office of the employer at such regular monthly intervals as will allow the employer to submit payment to the insurance provider in the same manner and time as for working employees.

## ARTICLE 7

### Military Service

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, shall be granted all rights and privileges provided by the Act.

## ARTICLE 8

### Sick Leave

An employee shall be entitled to sick leave with pay. Such leave shall be governed by the following provisions:

Section 8.1 Sick leave credit shall accrue at the rate of one-half work day (4 hours) per two-week period.

Section 8.2 Unused sick leave credit may be accumulated up to a maximum of one hundred thirty (130) days during the contract year.

Section 8.3 Paid sick leave shall not be charged in an amount smaller than one (1) hour.

Section 8.4 An employee eligible for sick leave with pay may use such sick leave, upon approval of the Foreman or Supervisor, for absence due to illness, exposure to contagious disease, or injury, except for injury sustained through employment with another employer or self employment by the employee. Sick leave shall be paid to an employee for an on-duty injury until the time that Worker's Compensation goes into effect.

An employee on sick leave shall inform his Foreman or Supervisor of the fact and the reason therefor 15 minutes prior to the start of the scheduled work shift as specified in Work Rule 11 and failure to do so may be the cause for denial of the pay for such absence. The Foreman or Supervisor may require a doctor's certificate before approving sick leave with pay.

An employee can charge sick leave for Doctor's appointments, when scheduled as close to the start of the working day or as close to the close of the normal work day. This leave shall not exceed 8 hours per contract year.

Section 8.5 Upon eligible service retirement, an employee will be entitled to a cash payment of twenty-five percent (25%) of his unused accumulated sick leave credit. The credit will be limited to 25% of the maximum accumulation of days set forth in subsection two (2) above. This payment will be paid if the retiring employee's age plus years of service with the Employer equal or exceed eighty-eight (88) or upon the disability retirement of the employee.

## ARTICLE 9

### Discharge

The Employer shall not discharge any employee without just cause and shall give three (3) warning notices of the complaint to the employee in writing and a copy of the notice to the Union Business Agent in the employee's department, except that no prior warning notice need be given any employee before he is discharged if the cause of such discharge is one or more of the following: (1) willful sabotage, tampering with, defacing or unauthorized destruction of Employer property; (2) threatening, coercing or fighting with fellow employees or supervisors on Employer's property or during working hours; (3) falsification of Employer's records or reports; (4) theft of Employer or fellow employee property; and (5) other activities damaging the public image of the department. The warning notice herein provided shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice. An employee may request an investigation as to the discharge. Appeal from discharge must be made within five (5) working days by written notice, and a hearing held within ten (10) working days from the date of written notice of appeal.

## ARTICLE 10

### Paydays

Payday shall be on every other Friday during the term of this Agreement. Pay shall be for the two-week period ending on the Saturday preceding payday. The employee will be paid within twenty-one (21) days of the performance of the work.

## ARTICLE 11

### Hours of Work

Section 11.1 The normal work week for continuous shift employees shall consist of five (5) eight (8) hour days based on a work week from Sunday midnight through Sunday midnight. For all other employees the normal work week shall consist of five (5) eight (8) hour days based on a work week of Monday through Friday. Each work shift shall consist of eight (8) hours per day either Monday through Friday or the Plant Operator's posted work week schedule.

Section 11.2 Continuous shift employees refers to employees in classifications where it is required that there be employees on duty seven (7) days per week, twenty-four hours per day. Continuous shift employees shall normally work the following, to-wit:

- (a) 8:00 A.M. to 4:00 P.M.
- (b) 4:00 P.M. to 12:00 A.M.
- (c) 12:00 A.M. to 8:00 A.M.

Employees working the above shifts shall be allowed a thirty (30) minute meal break while on duty between the fourth and sixth hour of each shift if possible.

Section 11.3 Distribution employees, plant maintenance employees, and meter readers and meter maintenance employees shall normally work from 8:00 a.m. until 5:00 p.m. with a one (1) hour unpaid lunch period, at times scheduled by this Employer.

Section 11.4 The Employer retains the right to change work schedules and shifts as may become necessary to facilitate the Employer's operations. The Employer shall notify the Union as soon as possible of the contemplated change. Operators will be permitted to trade shifts with fellow operators with the approval of the Employer.



Section 11.5 To the greatest extent possible, each employee will be granted two (2) ten (10) minute break periods during each work day as near to midpoint in the A.M. and P.M. as possible unless a deemed emergency exists.

Section 11.6 No employee will conduct any personal business while on duty or make or receive personal calls, except for break periods, lunch period, or in case of emergency.

## ARTICLE 12

### Holidays

Section 12.1 Regular recognized holidays by both parties are:

New Year's Day  
President's Day (Operators only)  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day

Holidays will be observed on the actual calendar days that they fall for Operators. For other employees, if a holiday falls on a Saturday, time off for the holiday will be taken on a Friday and, if a holiday falls on a Sunday, time off for the holiday will be taken on the following Monday.

Plant operators will observe the holiday designated as "President's Day" on the date fixed by statute. All other employees shall use this holiday as an additional personal day in the manner prescribed and subject to the restrictions contained in Section 12.6 below.

Section 12.2 Pay for all employees for each holiday listed in Section 1, not worked, or a day recognized in lieu thereof, shall be eight (8) hours at the straight time hourly rate.

Pay for any time actually worked on a holiday by any employee or a day recognized in lieu thereof, shall be two (2) times his straight time hourly rate.

Any employee who is called in to work at any time on a holiday or a day recognized as a holiday shall be paid two hours at one and a half times the employee's regular rate of pay except if the call-in is in excess of the two (2) hour minimum, then the entire call-in will be paid at two (2) times the employee's regular rate of pay.

Section 12.3 When an employee receives pay for a holiday not worked provided in Section 2 of this Article, those hours will be considered as time worked for purposes of calculating hours in excess of forty (40) in a work week, except when such holidays fall on Saturday or Sunday, and except those employees working at the plant on a continual twenty-four (24) hour operation.

Section 12.4 Because operators are unable to observe holidays, all operators who actually work forty (40) hours the week that includes the holiday shall be paid twelve (12) hours pay for the holiday whether the holiday is worked or not.

Section 12.5 An employee shall forfeit his right to payment for any holiday if he has an unexcused absence on the last regular work day preceding the holiday or on the next regular work day following the holiday. An employee who is absent on their regular work day preceding the holiday and/or on their regular work day following the holiday for the reason set out below will not be disqualified for holiday pay for reasons of such absence:

- A. A work incurred injury requiring the employee to be off duty
- B. Jury Duty

- C. Confining illness of the employee, substantiated by a statement of the attending physician
- D. Absence authorized by the Employer by reason of illness or a family emergency, occurring after an employee has reported for work on the day preceding or following a holiday
- E. Absence authorized by the Employer because of good and sufficient reason presented by the employee, such as vacation.

Section 12.6 In addition to the holidays herein, each employee will be granted one personal leave day of eight (8) hours per year. This shall be in addition to any other contracted days off or holidays and may be taken by the employee with his supervisor's approval at any time. Employees shall not be allowed to use the personal leave day under this section on the work day preceding and following any holiday specified in Section 12.1 above.

## ARTICLE 13

### Vacations

Section 13.1 Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees after continuous active service pursuant to the following schedule:

After one (1) year of employment--one (1) week's vacation.

Second year of employment through the seventh (7th) year of employment--two (2) weeks vacation.

Eighth (8th) year of employment through the fourteenth (14th) year of employment--three (3) weeks vacation.

Fifteenth (15th) year of employment through the twentieth (20th) year of employment--four (4) weeks vacation.

Twenty-first (21st) year of employment and each subsequent year thereafter--five (5) weeks vacation.

Section 13.2 A week's vacation pay shall be computed by multiplying forty (40) hours by the employee's prevailing straight time hourly rate at time of vacation. All vacations will be taken in increments of five (5) days or forty (40) hours. <sup>1</sup> One (1) week of each employee's vacation can be used in increments of not less than four (4) hours. <sup>2</sup> Except in the case of an emergency approved by the general manager, an employee will not be permitted to schedule or

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<sup>1</sup> 1. The scheduling of vacation shall be at the discretion of the Employer.

<sup>2</sup> 1. All requests to use vacation shall be submitted by the Employee and approved by the Employer as far in advance of the requested vacation as possible.

2. For plant operators working a twelve hour shift, the four hours must be requested for the first four or the last four hours of the shift.

3. The scheduling of vacation in four hour increments shall not result in the Employer paying any type of overtime.

use vacation if the employee's absence would require the Employer to pay overtime to replace the employee.

Section 13.3 The employee will not be granted vacation time until completion of the first year of service. Vacation entitlement under Section 13.1 of this Article shall be calculated from the employee's date of hire. No more than one vacation will be earned in any twelve (12) month period.

Section 13.4 All vacations earned must be taken by the employee and no employee shall be entitled to vacation pay in lieu of vacation, except, however, any employee who has quit, been discharged, or laid off shall be entitled to the vacation pay earned on a pro rata basis provided he has worked his first full year.

Section 13.5 In the event a holiday falls within an employee's vacation period, the employee will receive an extra day's pay.

Section 13.6 Any employee whose seniority is terminated due to quitting, or being discharged, and who is later rehired, will be entitled to a vacation on the basis of his later employment date.

Section 13.7 Vacations will be scheduled on the basis of seniority by the employees in each department. Only one (1) employee will be allowed to be on vacation at one time in any one department as defined in Section 2.3 above. All vacations for operators will be so scheduled that there is at least one (1) day between vacations for the shift operators.

## ARTICLE 14

### Settlement of Disputes

Section 14.1 A grievance is a difference of opinion between the Employer and an employee or a group of employees, or between the Employer and the Union, with respect to the meaning, interpretation, or application of any term or terms of this Agreement.

Section 14.2 Grievances will be handled in accordance with the following procedures:

Step 1: Verbally between the employee or employees, accompanied by their Steward if they so desire, and his foreman or Supervisor. The grievance must be presented to his Foreman or Supervisor within five (5) actual days of the time that the alleged grievance took place or became known to the aggrieved employee or employees, or the grievance shall be considered waived.

Step 2: If satisfactory settlement is not reached within five (5) actual days of entering into Step 1, the grievance shall be reduced to writing by the aggrieved employee or employees and taken up by the Union Business Representative and the Superintendent. Any settlement thereof shall be reduced to writing.

Step 3: If satisfactory settlement is not reached within five (5) actual days of entering into Step 2, the matter shall be referred to a committee of two (2) representatives of the Union, who are designated by the Union, and two (2) representatives of the Employer, who are designated by the Employer. A majority decision of this committee shall be final and binding on both the Employer and the Union.

Step 4: If satisfactory settlement is not reached within five (5) actual days of entering into Step 3, the matter shall be referred to in a Board of Arbitration composed of one (1) representative of the Employer, one (1) representative of the Union, and a third (3rd) neutral member selected by the two (2) chosen representatives. A majority decision of the three (3) members shall be final and binding on both the Employer and the Union.

Step 5: If the two (2) chosen representatives of the Employer and the Union cannot agree on a neutral member of the Board of Arbitration within 24 hours of their meeting, then they shall request a list of seven (7) arbitrators from the Public Employment Relations Board of the State of Iowa. The representative of the Union shall strike one (1) name from the list, then the representative of the Employer shall strike one (1) name from the list, and alternate striking names from the list until the last remaining name shall be the neutral arbitrator. The majority decision of the two (2) chosen representatives and the neutral arbitrator shall be final and binding on both the Employer and the Union. If the Public Employment Relations Board of the State of Iowa cannot provide a list of seven (7) arbitrators, then a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service shall be requested by the two (2) chosen representatives. The Union shall strike one (1) name from the list, then the Employer shall strike one (1) name from the list, and alternate striking names from the list until the last remaining name shall be the neutral arbitrator. The majority decision of the two (2) chosen representatives and the neutral arbitrator shall be final and binding on both the Employer and the Union.

Section 14.3 Each party is responsible for paying its chosen arbitrators. The cost of the neutral arbitrator shall be paid equally by both parties.

Section 14.4 The time limits set forth above may be extended, at any Step of the grievance procedure, upon agreement of both parties, provided that the request for an extension is made before the expiration of the original time limit.

Section 14.5 At any Step in the grievance procedure, either party may request the presence of the aggrieved party.

Section 14.6 Grievances may be handled during working hours, provided an emergency situation does not exist at the time. If the Employer feels that the grievance procedure is being abused, the Employer shall request a meeting with the Union to resolve the problem.

## ARTICLE 15

### Temporary Help

It is agreed that the Employer can hire persons for temporary, summer or emergency work for one-hundred-thirty (130) working days without complying with the wage rates set forth in this Agreement and without providing such employees with fringe benefits. Such employees shall not be considered regular employees under this Agreement.

## ARTICLE 16

### Check-off

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the Employee, the same is to be furnished in the form required. Deductions under this Article shall not be made by the Employer in advance of receipt of an invoice from the Union for the dues, fees and assessments.

## ARTICLE 17

### Wages

The following shall be the minimum rates of pay for the classifications of employment in the various departments covered by this Agreement:

# W A G E R A T E S

Rates of pay for employees from July 1, 2007, to June 30, 2008 shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>	<u>4 yrs</u>	<u>5 yrs</u>	<u>6 yrs</u>
Utility Worker	15.34	15.76	16.19	16.61	17.03	17.45	18.00
Operator* and Operator/ Maintenance	15.52	15.95	16.37	16.79	17.21	17.64	18.18
Meter Reader	15.27	15.69	16.11	16.54	16.96	17.38	17.93
Crew Leader	16.23	16.66	17.09	17.52	17.96	18.39	18.95
Utility Maintenance Mechanic	15.69	16.16	16.64	17.11	17.58	18.06	18.67

\*Grades I, II and III Operators shall have 18¢, 37¢ and 50¢, respectively added to their hourly wage set forth above.

### PLANT OPERATOR:

Every employee working at the water treatment plant must have at least a Grade II license within eighteen (18) months of the commencement of duties at the plant. Any employee who has not obtained at least a Grade II license within eighteen (18) months of the commencement of duties shall be terminated unless the employee is qualified for a job in another department which may be vacant at that time.

## ARTICLE 18

### Overtime Pay, Call-in Pay

Section 18.1 Overtime: Any employee required to work in excess of eight (8) hours per day or forty (40) hours per week will be compensated at one and one-half times his normal rate of pay. No pyramiding or duplication of overtime will be allowed.

Section 18.2 Call-in: When it is necessary to call an employee from his home for work during hours in addition to his regular shift, unless said time is immediately prior to or succeeding his regular shift, he shall receive a minimum of two (2) hours pay at the rate of time and one-half (1 1/2) the regular rate of pay. Any employee who is called in to work at any time on a holiday or a day recognized as a holiday shall be paid two hours at one and a half times the employee's regular rate of pay except if the call-in is in excess of the two (2) hour minimum, then the entire call-in will be paid at two (2) times the employee's regular rate of pay. This shall be paid in addition to his regular week's work.

Section 18.3 Personnel who are required to be on weekend call by the employer will be paid the sum of fifty dollars (\$50.00) per day. A weekend is defined as the time between normal quitting time on a Friday to the normal starting time on the following Monday. If a holiday falls on a weekend the employee will be reimbursed at the same daily rate for any weekend extended due to holidays. Employees covering calls on weekends will be paid time and one-half for actual time worked. The employee will report to the supervisor on the next regular work day about the call answered. The Employer will comply with the Fair Labor Standards Act to the extent it is applicable to political subdivisions of the State of Iowa.

## ARTICLE 19

### Group Health Insurance

The Employer shall sponsor during the term of this Agreement a group health insurance plan for eligible employees and their dependents. Neither the Employer nor the Union guarantee participation in the health insurance plan to all employees and their dependents as eligibility for participation in the plan is dependent upon the underwriting standards of the insurance carrier.

Commencing January 1, 2007, the Employer agrees to contribute the sum of \$220.00 per month toward the single coverage and \$550.00 per month toward the family coverage. The employees shall pay the difference between the actual health insurance premium and the Employer's contribution. In addition, employees electing the single plan shall contribute \$10.00 per month and employees electing the family plan shall contribute \$25.00 per month to a deductible fund to be maintained by the Employer. To the extent of funds available, the Employer shall use the deductible fund to pay the health insurance deductible of participating employees to a maximum of \$1,000.00 per employee per year for employees electing a single plan and \$2,000.00 per employee per year for employees electing a family plan.

The employer will furnish \$35,000.00 life insurance for each employee to age 65 or retirement, whichever ever comes first.

## ARTICLE 20

### Time Off for Funerals

Employees will be allowed up to a maximum of five (5) days off from work with pay immediately following the death of a spouse or child. Employees will be allowed a paid leave of three (3) consecutive days, which includes the day of the funeral, for the death of the father, mother, sisters, brothers, grandparents and grandchild of the employee and spouse. If any of the three specified days is during the employee's vacation, a paid holiday or a non-scheduled work day the employee will not receive pay for such day.

It is further agreed that an employee be allowed without loss of pay to attend a funeral of another employee working under this Agreement.

Employees off work to serve as pallbearers shall be compensated four (4) hours pay at their straight time hourly rate. All such pallbearers shall provide satisfactory evidence to the Employer that the employee served in such capacity in order to be entitled to compensation under this Article.

An employee must attend the funeral to be eligible for funeral leave. All pay will be at the employee's straight time hourly rate.

## ARTICLE 21

### Jury Duty

The Employer agrees to pay all employees called to serve on any jury the difference in wages between jury pay and their regular earnings due to examination, selection and/or actual service on a jury.

If an employee is discharged from the jury before the work day ends, he must report immediately to the Employer for work except for operators. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty.

## ARTICLE 22

### Health and Safety

Section 22.1 All protective clothing, safety equipment, and protection devices, which are required by the Employer to be worn or used with the exception of safety shoes, shall be provided by the Employer at no cost to the Employee.

Section 22.2 Employer agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements.

Section 22.3 All probationary employees, upon initial employment, shall provide satisfactory medical evidence of physical fitness to perform assigned duties and of freedom from communicable disease.

Section 22.4 No driver covered by this Agreement shall be permitted to allow anyone other than the employees of the Employer who are on duty to ride in his vehicle unless authorized verbally or by written authorization by a representative of the Employer.

Section 22.5 The Employer shall publish and post all rules and regulations. In addition, the Employer shall give notice to the Union and the employees by posting any proposed changes in rules and regulations.

Section 22.6 The Employer shall comply with the Federal "Right to Know Law" (29 CFR, Part 1910) to the extent applicable to political subdivisions of the State of Iowa.

Section 22.7 The Employer shall reimburse employees up to \$150 per year for the purchase of steel-toed safety shoes. To be eligible for the reimbursement, the Employee must present a sales receipt, dated within the prior 30 days, showing the cost of safety shoes purchased by the Employee as well as proof that replacement shoes were necessary.

## ARTICLE 23

### Special Provisions

Section 23.1 The Employer shall reimburse any employee required to maintain a commercial driver's license the difference between the cost of said license and a regular license to operate a motor vehicle.

## ARTICLE 24

### Education & Training

Section 24.1 An employee being required by the Employer to attend classes in a work-related course of instruction shall have the reasonable expenses associated with those classes paid for by the Employer.

Section 24.2 An employee being required by the Employer to attend classes in a work-related course of instruction shall not receive compensation in excess of eight (8) hours per day, even though the travel and instruction time exceed eight (8) hours per day.

## ARTICLE 25

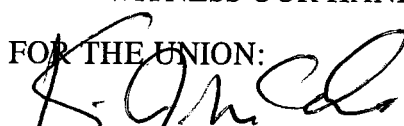
### Duration of Agreement

Section 25.1 This Agreement shall be effective on the first day of July, 2007, and all provisions shall continue in full force and effect through June 30, 2008.

Section 25.2 Negotiations shall begin no later than October 15, 2007, when the entire contract shall be open for negotiations. The Union shall serve written notice to the Employer of its intention and request for negotiations not later than that date.


WITNESS OUR HAND AND SEAL THIS 10<sup>th</sup> DAY OF January, 2007.

FOR THE UNION:

  
Kevin J. McCombs, Business Agent  
Chauffeurs, Teamsters and Helpers  
Local No. 238, affiliated with the  
International Brotherhood of Teamsters  
of America.

  
Secretary-Treasurer

FOR THE MARSHALLTOWN WATER WORKS:

  
Leon Lamer, CEO and General Manager

BY AUTHORITY OF THE MARSHALLTOWN  
WATER WORKS BOARD OF TRUSTEES